



**TOWN OF HANOVER**  
**BOARD OF PUBLIC WORKS**  
40 POND STREET  
HANOVER, MASSACHUSETTS 02339-1693

**SUPERINTENDENT OF PUBLIC WORKS**  
**EMPLOYMENT CONTRACT**

This Contract, signed December 29, 2009, by and between the Board of Public Works of the Town of Hanover hereinafter referred as the "Board" and Victor J. Diniak hereinafter referred to as the "Superintendent" is made pursuant to Massachusetts General Laws Chapter 41, Sections 69C through 69F inclusive (Copy Attached) as accepted by the Town and in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. Employment:

The Board in accordance with its action as recorded in the minutes of a regularly scheduled Board Meeting held on December 29, 2009 does hereby employ said Superintendent as Superintendent of Public Works and said Superintendent hereby accepts employment of the terms and conditions hereinafter set forth.

2. Term:

A. The term of this Contract shall be from July 1, 2010 through June 30, 2013 and may be extended by mutual agreement of the parties. The terms and conditions contained in this Contract shall become effective as of July 1, 2010 and extend to midnight June 30, 2013.

B. Should the Board of Selectmen, Town Meeting, or any other body, choose to reorganize the government structure so that a position of similar title and/or responsibility is created, Victor J. Diniak shall serve in the new position under the terms and duration of this Contract.

3. Performance:

The Superintendent shall fulfill all aspects of this Contract. Any exceptions thereto shall be by mutual agreement between the Board and the Superintendent in writing.

4. Performance Review:

During the term of the Contract there will be an annual performance review to be held at one of the third quarter Board meetings. Performance review shall be done in writing utilizing "The Town of Hanover Management System Performance Review Form". Prior to December 31, 2012, the Board and Town Manager will review the Superintendent's contract requests for the next contract period. At this time, or sooner and by mutual agreement, the Board and Town Manager shall determine whether the Contract shall be extended upon such terms as are mutually agreeable to the parties.

Each year the Board and Town Manager, working with the Superintendent, shall develop such goals and performance objectives as they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and

objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town.

5. Compensation:

For the performance of the duties the Superintendent shall be paid an annual salary commencing July 1, 2010 to June 30, 2011 of \$101,500. The salary for the second year of the contract commencing July 1, 2011 to June 30, 2012 shall be \$105,000. The salary for the third year of the contract commencing July 1, 2012 to June 30, 2013 shall be \$108,500. Salary shall be paid on a weekly basis as a part of the department payroll and is subject to Annual Town Meeting funding.

6. Termination:

This Contract may be terminated upon the occurrence of any of the following:

- A. Whenever the Board and Superintendent mutually agree to the termination in writing.
- B. The retirement and/or resignation of the Superintendent. In the event that said Superintendent desires to terminate the Contract before the term of service shall have expired, he shall give at least sixty (60) days written notice of his intention.
- C. During the term of this Contract or any extension thereof, the Board may terminate the Superintendent at any time for just cause by providing written notice to the Superintendent along with a ten (10) day notice of their intent to terminate him together with a list of reasons for the proposed discharge. Within five (5) days of receipt of such notice of intention, the Superintendent may request a hearing on the proposed removal. Such hearing shall be conducted in accordance with Chapter 39, Sections 23A and 23B of the General Laws and the Superintendent shall be entitled to present evidence, cross-examine witnesses and be represented by counsel. After the hearing, the decision made by the Board shall be final.
- D. If both the Board and Superintendent agree to terminate this agreement, then the Superintendent shall receive a lump sum payment equivalent to one hundred twenty (120) days salary in consideration of the Superintendent's waiving all future rights under this agreement.

7. Duties:

- A. The Superintendent shall perform faithfully and to the best of his ability the duties of the Superintendent of Public Works as provided for in Chapter 41, Section 69E and all other General Laws of the Commonwealth and shall also serve as the Water Superintendent provided for in Chapter 39 of the Acts of 1930 and all other acts and General Laws of the Commonwealth and Bylaws of the Town of Hanover.
- B. The Superintendent shall personally direct the activities of the Department of Public Works and its various divisions and shall be present during times of emergency, including, but not limited to, storms, water breaks, snow and ice removal, as needed, and any times in which the Town's Comprehensive Emergency Management Plan is in effect.
- C. The work week shall consist of normal business hours and other hours during which the Superintendent will be required to attend meetings of the Board of Public Works, or such other meetings as the Board shall require, as required or necessitated for the proper performance of his duties and responsibilities, subject to all other provisions of this Contract.

- D. If the Superintendent will be absent from the office and unavailable for more than a three day period for any reason, he shall notify the Town Manager and the Chairman of the Board of Public Works, or in the chairman's absence, another member of the Board.

8. Administration:

- A. The Superintendent shall administer his duties under the guidelines set forth under Chapter 41, Section 69E of the General Laws of the Commonwealth of Massachusetts, or under guidelines of the Town Manager and Bylaws of the Town of Hanover, to organize, reorganize and arrange the personnel and their activities in such a way that will best serve the Department and his responsibilities as the administrator of all Department business affairs including selection, placement and transfer of personnel.
- B. The Board and or Town Manager, individually and collectively, shall promptly refer criticisms, complaints, and issues brought to their attention to the Superintendent for study and recommendation.

9. Indemnification:

To the extent required and/or permitted by Massachusetts General Laws Chapter 258 the Town shall defend, save harmless, and indemnify the Superintendent against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Superintendent's duties. The Town has sole discretion to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

10. Notices:

Any and all notices required or permitted to be given under this Agreement will be sufficient, if furnished in writing, sent by certified mail to his last known residence, in the case of the Superintendent, or to the Chairman of the Board of Public Works, in the case of the Town.

11. General Expenses:

- A. The Superintendent shall be reimbursed for all reasonable and necessary expenses incurred in the performance of his duties during his employment under this Contract. Such expenses shall be limited to available appropriated funds for the expense incurred and shall include attendance at appropriate local, state and national meetings and conferences previously approved and budgeted.
- B. The Superintendent shall maintain all current licenses pertaining to his duties. Courses for continuing education and licenses appropriate to the Department of Public Works shall be paid for and membership in appropriate associations shall also be paid for with the prior approval of the Board.
- C. The Superintendent may attend, and the Town shall fund, seminars or courses annually, to be mutually determined with and approved by the Board, the cost of which shall not exceed \$1,600.00 annually, without prior approval of the Board. All courses are to be beneficial to the Superintendent's employment with the Town, such as relating to management or Professional Engineering courses, and will be reimbursed upon documentation of successful completion.

12. Personnel By-Law Requirements and Application:

- A. The Personnel By-Law of the Town shall apply to and be made a part of this Contract unless the Contract is in conflict, in which case the Contract shall prevail.
- B. The Superintendent shall be entitled to all of the benefits of an employee of the Town of Hanover, including the municipal pension system and all of the benefits provided to employees in the Personnel By-Law of the town.

13. Annual Vacation:

- A. The Superintendent shall receive 30 days of vacation each year exclusive of legal holidays.
- B. A maximum of 10 days vacation days may be carried over into the next fiscal year, and shall be paid to the Superintendent upon separation or retirement.
- C. Upon termination of employment, retirement or death, all vacation leave will be paid in full.

14. Sick Leave:

- A. Sick Leave will be earned at the rate of one and one-quarter (1-1/4) days per month with all unused sick leave to accumulate from year to year up to a maximum of two hundred fifty (250) days. Unused sick leave of all prior years of Town service shall be credited to the Superintendent.
- B. It is agreed to use only up to 150 accumulated sick leave days for purposes of sick leave buy back benefits. Said sick leave buyback will be payable to the Superintendent upon retirement directly into the Plymouth County Retirement System as verified by the County Treasurer or a Selectmen approved plan, or to the Superintendent's estate upon death, or an amount of money equal to fifty percent (50%) of the Superintendent's accumulated sick leave time, up to a maximum of seventy-five (75) days.
- C. Upon reaching 25 or more years of service to the Town the Superintendent shall be eligible for sick leave buyback payable upon retirement directly into the Plymouth County Retirement System as verified by the County Treasurer or a Selectmen approved plan, or to the Superintendent's estate upon death, an amount of money equal to seventy-five percent (75%) of the Superintendent's accumulated sick leave time, up to a maximum of 113 days. Such payment will be based on a 260 day per diem. The amount shall be paid in full within a reasonable time, but in no event later than thirty (30) days following the date of retirement or death, and shall be calculated using the rate of pay received by the Superintendent on said date.

15. Vehicle:

- A. The Town agrees to provide a motor vehicle for the official use of the Superintendent. The vehicle shall be provided with emergency communication devices to facilitate contact between the Superintendent and other agencies and vehicles belonging to the Town.
- B. The Town agrees to provide and install in the Superintendent's personal vehicle if he requests emergency communication devices to facilitate contact between the Superintendent and other employees, agencies, and vehicles belonging to the Town. Such equipment shall remain the property of the Town.
- C. It is further agreed that, if the Superintendent is required to use his personal vehicle for any legitimate Town duties or purpose, he will be reimbursed at the rate established by the Board of Selectmen. Such use is to be authorized beforehand by the Board or Town Manager.

16. Clothing Reimbursement:

The Superintendent will be reimbursed for the following clothing allowance:

- A. Clothing Purchase                      \$ 500.00 per year
- B. Clothing Cleaning                      \$ 300.00 per year

17. Personal Time

The Town will provide up to three (3) personal days per calendar year for absence due to non-work related injury, illness or other important personal business.

18. Entire Agreement:

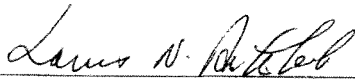
This Contract embodies the whole agreement between the Board and the Superintendent, and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein.

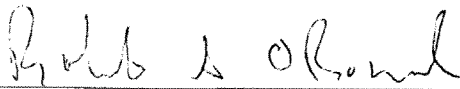
19. General Provisions:


- A. This Contract shall become valid upon signing by all parties with an effective starting date of signing by the Board.
- B. This Contract may be amended in writing at any time by mutual consent of the parties.
- C. For purposes of the Fair Labor and Standards Act, the Superintendent shall be deemed an exempt employee.
- D. If any paragraph or part of this Contract is invalid, it shall not effect the remainder of said Contract, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the Town of Hanover, Massachusetts has caused this Contract to be signed and executed on its behalf by its Board of Public Works; and the Superintendent has signed and executed this Agreement, both in triplicate, the day and year first above written.

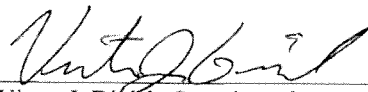
**TOWN OF HANOVER, BOARD OF PUBLIC WORKS**

  
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Louis N. Avitabile, Chairman

  
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Robert S. O'Rourke

  
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John L. Benevides

**SUPERINTENDENT OF THE DEPARTMENT OF PUBLIC WORKS**

  
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Victor J. Dinfak, Superintendent